

CONTRACT #6
RFS # N/A
UT Tracking No. 96593

University of Tennessee
Health Science Center

VENDOR:
Campbell Clinic



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

December 21, 2006

RECEIVED

DEC 21 2006

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Dear Mr. White:

In May 2003, Campbell Clinic and the University of Tennessee entered into an affiliation agreement to develop a joint UT/Campbell Clinic Department of Orthopedic Surgery in the Health Science Center's College of Medicine. This agreement states that Campbell Clinic will be responsible for all orthopedic surgery education, residency training, research, and patient care programs for the College of Medicine.

The affiliation contract stipulates that residency supervisory functions are carried out by the Campbell Clinic faculty and will be compensated through contracts between the affiliated hospitals and the University of Tennessee. On May 15, 2006, the Fiscal Review Committee approved a contract for services in the amount to compensate Campbell Clinic for the faculty supervision of orthopedic residents for the period July 1, 2006 through June 30, 2007 in the amount of \$1,380,255. The amendment attached for the committee's review increases the maximum liability to \$1,910,871.71 due to an increase in the number of residents at this location and the increase in the level of payments by the participating hospitals for these services.

If you have any questions or need additional information, please let me know.

Sincerely,

Sylvia Shannon Davis
Vice President for Administration and Finance

c: John Petersen
Anthony Ferrara
Bill Owen
Anthony Haynes
Sandra Pulliam
Gary Rogers

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
332.34		N/A	
State Agency		State Agency Division	
University of Tennessee		Health Science Center - College of Medicine	
Contractor Name		Contractor ID # (FEIN or SSN)	
Campbell Clinic		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-0811256	
Service Description			
Orthopaedic resident supervision at all Memphis teaching hospitals			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
7/1/2006	6/30/2007	Vendor	N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
332.34	N/A	N/A	N/A
Funding Grant Code	Funding Subgrant Code		
N/A	N/A		
FY	State	Federal	Interdepartmental
2007			
TOTAL:	\$ -	\$ -	\$ -
			\$ 1,910,870.71
			\$ 1,910,870.71
— COMPLETE FOR AMENDMENTS ONLY —			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
2007	\$ 1,380,255.00	\$ 530,615.71	Sylvia Davis, 865-974-2243
			State Agency Budget Officer Approval
			Sylvia Shannon Davis, VP Administration and Finance
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 1,380,255.00	\$ 530,615.71	
End Date	6/30/2007	6/30/2007	
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR) N/A			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
In July 2003, Campbell Clinic and the University of Tennessee entered into an affiliation agreement to develop a joint UT/Campbell Clinic Department of Orthopedic Surgery in the Health Science Center's College of Medicine. This agreement states Campbell Clinic will be responsible for all orthopedic surgery education, residency training, research, and patient care programs of the College of Medicine.			

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

University of Tennessee System Office Approval
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number	332.34		
2) Campus/Institute Name:	University of Tennessee Health Science Center		
EXISTING CONTRACT INFORMATION			
3) Short Description :	Provide faculty supervision of orthopaedic residents		
4) Proposed Vendor :	Campbell Clinic		
5) Contract #	96593		
6) Contract Start Date :	July 1, 2006		
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2007		
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,380,255.00		
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #	2		
10) <u>Proposed</u> Amendment Effective Date:	March 1, 2007		
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2007		
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,910,870.71		
13) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state		
	<input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			

The proposed increase reflects the supervision of additional residents beyond the original scope of the contract
15) Explanation of Need for the Proposed Amendment :
The university has placed an additional five orthopaedic residents at Campbell Clinic which requires additional supervisory responsibilities and the increase in the level of payments by the participating hospitals for these services.
16) Name & Address of Contractor's Current Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)
Campbell Clinic 1400 South Germantown Road Germantown, TN 38138
17) Documentation of Office for Information Resources Endorsement : N/A (required <u>only</u> if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement : N/A (required <u>only</u> if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement : N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
The University of Tennessee's affiliation agreement with Campbell Clinic designates them as the responsible entity for providing orthopaedic service to the College of Medicine.
21) Justification for the Proposed Non-Competitive Amendment :
Campbell Clinic and the University of Tennessee have developed a joint University of Tennessee-Campbell Clinic Department of Orthopaedic Surgery in the College of Medicine. The agreement states that Campbell Clinic will be responsible for all orthopaedic surgery education, residency training, research, and patient care programs of the College of Medicine and those residency supervisory functions carried out by the faculty of the Department be compensated through contracts between the affiliated hospitals and the University of Tennessee. This is contract money received from our teaching hospitals to pay for these services to Campbell Clinic.
REQUESTING AGENCY HEAD SIGNATURE & DATE : (<u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

THE UNIVERSITY OF TENNESSEE

CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University) and
Campbell Clinic (hereinafter Contractor), which Contract was signed by the University on 07-01-06.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 0
additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amend contract 96593 to reflect new rates due to two residents moving from Baptist to Methodist, three
residents moving from Campbell Foundation to Methodist, an increased level of payment by Methodist,
and the addition of supervision funding by Lebonheur. The amount per hospital is:

MED	\$968,000
Methodist	\$563,333.37
St. Jude	\$10,000
Baptist	\$136,204

Total \$1,910,870.71

Payment to Campbell will be made once the University receives the funds from the appropriate hospital.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly
authorized representatives.

FOR CONTRACTOR:

Name

Title

Address

Telephone Number

SSN or Fed. Id. No.

Rev. 2-1-97

FOR UNIVERSITY:

Graduate Medical Education
Department Name

E073202
Responsible Account
(If applicable)

Administrative Signature
(Optional)

Authorized Official
Anthony A. Ferrara
Vice Chancellor
Finance & Operations

Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).